

Exhibit C

**Robert Johnston, et al v
Dow Employees Pension Plan**

**Expert Rebuttal Report of
Ian H. Altman, FSA**

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CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

1 **Introduction and Preliminary Comments**

2 1. On May 27, 2015, I issued an Expert Report in this matter which set forth
3 several actuarial opinions I have formed, along with documentation / rationale for those
4 opinions.

5 2. On June 29, 2015, Defendant's expert Thomas Terry issued an Expert
6 Report in this matter which amounted to a rebuttal of my May 27 Report. This present Rebuttal
7 Report addresses many of the opinions and techniques presented by Mr. Terry on June 29.

8 3. In his June 29 Report, Mr. Terry indicates that he believes that I utilized
9 incorrect participant data in making damages calculations in my May 27 Report.¹ The most
10 significant element of this alleged incorrect data is the exclusion of the annual target bonus
11 when determining plan compensation.²

12 4. However, on March 23, 2015, Defendants' counsel Anthony Borich
13 responded to questions about participant data provided by Defendants by instructing us that
14 reported "Annual Pension Earnings" included the target performance award, and that award
15 should not be added to the otherwise reported compensation.³ In performing our calculations,
16 we followed Mr. Borich's clear direction. Mr. Terry's criticism is inconsistent with Mr.
17 Borich's direction regarding what forms of compensation were included in the "Annual
18 Pensionable Earnings" figured provided by Defendants. In light of the criticism in the Terry
19 report, Plaintiff's counsel sought clarification from Defendants' counsel on this inconsistency,
20 and were informed that Mr. Borich's earlier representations had been inaccurate.

¹ Terry Report, 6/29/15 paragraph 14.

² Terry Report, 6/29/15 paragraph 139.

³ Borich letter to Plaintiffs' counsel, March 23, 2015 page 2.

1 5. Based on this new information, I have performed additional damages
2 calculations with the target bonus amounts being added into the reported pensionable
3 compensation.⁴ The results of these revised calculations are shown below. I have also
4 identified areas where Mr. Terry agrees with my opinions. In addition, I have analyzed the
5 opinions and related methodologies presented by Mr. Terry in his Report, and present
6 comments and criticisms in my subsequent Rebuttal Report sections.

7 **Comments on Terry's General Approach**

8 6. Early in his lengthy report, Terry states a basic premise that is intended to
9 govern his report. In paragraph 40, he states that plan documents contain specific language that
10 governs how benefits are to be calculated. "In my experience, such companies will spell out
11 within each of the plan documents exactly how pensions will be calculated for employees who
12 transfer from one plan to another."⁵ I strongly concur with this premise, and have given it
13 prime consideration in forming my opinions in this case. In fact, it is my opinion that this
14 principle more strongly supports my opinion about the proper interpretation of Section 9.6 than
15 it does the opinion of Mr. Terry. As discussed below, his opinion contradicts the plain language
16 reading of Section 9.6, instead following what Mr. Terry believes to be the intention of Dow for
17 calculating benefits for members of the proposed class. In valuing plan assets and liabilities and
18 calculating participant benefits, an actuary must follow the plain language of the plan.

⁴ We have made additional limited adjustments as well, as described later in this Report.

⁵ Terry Report, 6/29/15 paragraph 40.

Areas Where Mr. Terry Agrees with My Findings and Opinions

7. Despite much criticism of my opinions in Mr. Terry's report, there are several important areas where he agrees with my findings:

- a. Terry's work confirms that, if my reading of the Section 9.6 proration calculation is correct, many members of the plaintiff class should have received a greater benefit than calculated by Dow. See for example Figure 5 where Participant 49 is shown to have a greater benefit from age 52 onwards under Section 9.6 than under Dow's calculations.
- b. Mr. Terry acknowledges that Section 10.46 was adopted and added to the Dow Plan in June, 2006, while Mr. Johnston transferred back to Dow effective July 1, 2005. Thus, it is clear that for this nearly one-year period, Johnston's benefit would have been determined under Section 9.6, and under ERISA's anti-cutback rule,⁶ the 9.6 benefit would at least have to serve as a plan minimum.
- c. Mr. Terry does not disagree that in the event of a violation of ERISA Sec. 204(g) or (h), participants are entitled to the greater of the benefit under Sec. 10.46 or Sec. 9.6.
- d. He further offers no refutation of my reading of the Section 9.6 language, countering only with indirect inferences from the 414(l) transfer and the Section 4.10 duplication of benefits provision.

⁶ IRC §411(d)(6).

1 **Specific Criticisms of Mr. Terry's Analysis**

2 8. In my Expert Report, I note in paragraph 9 that the Dow plan document
3 contains language in Section 9.6 that calls for the calculation of a pro-rated pension benefit for
4 employees who have transferred out of and then back into the Dow plan. I also note that this
5 section contains the language "Anything in the Plan to the contrary notwithstanding." I further
6 note that, from the time Mr. Johnston returned to Dow employment on July 1, 2005 through
7 June 6, 2006, when the plan was amended to add Section 10.46, the only provision governing
8 the calculation of Mr. Johnston's benefit was Section 9.6, so the benefits accrued through that
9 point under Section 9.6 must be protected under ERISA requirements.

10 9. Mr. Terry, however, advocates "Looking to the provisions of Section
11 10.46 in lieu of Section 9.6 for purposes of calculating Mr. Johnston's pension."⁷ In fact, he
12 offers the opinion that applying 10.46 alone is "the only reasonable interpretation of the plan
13 provisions."⁸ This neglects the need to protect the benefit that participants had accrued under
14 Section 9.6 through June 6, 2006, the date on which Section 10.46 was added to the Plan.
15 Nothing in Mr. Terry's report suggests that Section 9.6 was not applicable to the class
16 members' benefits through the date of this amendment, and indeed Section 9.6 and the
17 associated Appendix 1 clearly contemplate that Dow employees that transferred to DDE are
18 covered by Section 9.6. Further, nothing in his report calls into question the Plan's obligation to
19 protect benefits that the class members had accrued under Section 9.6 before the amendment
20 adding Section 10.46 to the Plan.

21 10. I also point out in my Expert Report that, in calculating the proration
22 fraction under Section 9.6, the numerator is defined as "Credited Service with the Company",

⁷ Terry Report, 6/29/15 paragraph 101.

⁸ Terry Report, 6/29/15 paragraph 10.

1 which contains no restriction on or reduction for service that was covered by the initial asset
2 transfer from Dow to DDE. Here too, Mr. Terry offers no argument within the language of this
3 Plan Section as to why pre-transfer Dow service should be excluded.⁹ He does refer to the
4 duplication of benefit language in Section 4.10, but provides no reason for giving this language
5 priority over the “Anything in the Plan to the contrary notwithstanding” language in Section 9.6.
6 This issue is extremely important for analyzing Terry’s Report; he relies heavily on limiting
7 service in the numerator of the proration calculation to service after mid-2005 to form his
8 opinion that benefits under Section 10.46 always exceed benefits under Section 9.6. If the
9 Section 10.46 benefit always exceeds the Section 9.6 benefit, then Dow’s failure to consider the
10 Section 9.6 proration formula when calculating benefits would not be a material problem. If, as
11 I opine, the numerator in the proration calculation includes all credited service with the
12 Company, then the Section 10.46 benefit is not uniformly greater than the Section 9.6 benefit,
13 and the Plan is obligated to protect the benefit class members had accrued prior to the
14 amendment adding Section 10.46.

15 11. One argument that Mr. Terry relies heavily on to ignore pre-transfer Dow
16 service in the numerator of the Section 9.6 proration is his claim that the transfer of assets and
17 liabilities to DDE as of 7/1/96 mandates this treatment. For example, in advocating the
18 exclusion of initial service from the numerator, he states that this was “reflective of common
19 practice when a Section 414(l) asset and benefit transfer occurs.”¹⁰ In forming this opinion,
20 Mr. Terry offers no evidence from Section 414(l) of the Code which governs plan transfers; nor
21 does he offer any language from within the plan document (he inexplicably deems this lack of

⁹ In fact, I contend that Terry acknowledges my reading of this language when he states in paragraph 135 “To the extent one finds any ambiguity in Section 9.6 about the credited service to be used in the numerator of the proration fraction....”

¹⁰ Terry Report, 6/29/15 paragraph 13.

1 plan document language “irrelevant”).¹¹ He does rely heavily on his “experience, strategizing
2 about the design of pension plan provisions.”¹² In my experience, an intent to extinguish
3 service in conjunction with an asset transfer should be stated in the plan terms in order to assure
4 that it is effective; I would so advise any client in this situation.

5 12. The circumstances at issue in this case are unusual: an initial transfer of
6 employees from one related entity to another, followed by the ultimate dissolution of that entity
7 with employees transferred back or returning to the original employer, with dramatically
8 different levels of benefits (including early retirement benefits, to be discussed later in this
9 report) provided under the two plans at issue. In this circumstance, practices governing single
10 plan transfers are inapplicable, and it is necessary to focus on the specific provisions of the plan.

11 13. The examples Mr. Terry provides in his report regarding the operation of
12 the proration versus the offset formula only support his opinions because of the fact patterns and
13 simplified approaches he uses; in practice, many other fact patterns and approaches exist that
14 would produce radically different conclusions.¹³

15 14. As an example, consider Mr. Terry’s “make-whole” approach, which he
16 deems to be beneficial because an employee like Mr. Johnston would end up receiving the same
17 pension whether he stayed at Dow or moved between Dow and DDE (and more benefit than if
18 the two plan benefits were not linked under the Dow formula). Mr. Terry’s example
19 demonstrates this result by comparing two plans with equal accrual rates and an increasing
20 participant salary. However, consider a situation where the second plan (the DDE equivalent

¹¹ Terry Report, 6/29/15 paragraph 16.4.

¹² Terry Report, 6/29/15 paragraph 34.

¹³ Mr. Terry’s report discusses the “make-whole” approach and “windfall proration” approach to calculating benefits. While the distinctions between the proration and offset methods for coordinating benefits between two plans may be analyzed within our industry, the terms Mr. Terry uses appear to be of his own creation; he cites no sources for these terms, and I am not aware of any such sources.

1 for this example), provides a higher benefit accrual – assume an accrual of \$100 per year under
2 the first plan and \$200 per year under the second plan. Further, assume an employee who
3 works 5 years under the first plan, 10 years under the second plan, and five years under the first
4 plan again. In this example, under a “make-whole” provision, the second plan benefit equals
5 \$2,000, but the first plan benefit equals \$0. The employee effectively receives no pension for
6 his ten years of service under the first plan. This would meet Terry’s definition of a “make-
7 whole” approach, but would hardly be deemed fair or desirable by the participant. Without
8 coordination between the two plans, the employee in this example would have a benefit of
9 \$1,000 from the first plan and \$2,000 from the second plan for a total of \$3,000; the “make-
10 whole” cost her or him \$1,000 per month in pension. Further, it is often the case that employers
11 that offer generous pensions provide reduced cash compensation or other benefits. If that were
12 the case, the employee in my example would suffer these reductions in exchange for a generous
13 pension from the second employer, only to have that generous pension eliminate pension
14 benefits under the first plan’s “make-whole” provision. In this example, equally plausible to
15 Mr. Terry’s example, there appears to be little that is beneficial in the “make-whole” approach.

16 15. Mr. Terry tries to assert, based on his example, that the make-whole
17 provision “is the most generous approach.”¹⁴ Again, while his specific example might show
18 the make-whole provision to be more generous than other options, my counter example proves
19 that it is not uniformly the most generous approach.

20 16. Figure 1 below illustrates my counter-example to Mr. Terry’s “make-
21 whole” analysis.
22

¹⁴ Terry Report, 6/29/15 paragraph 62.

Figure 1

Time	Benefit under Plan A	Benefit Under Plan B	Comments
Year 1 – 5	\$100 per year x 5 years, total = \$500	N/A	First accruals are earned under Plan A
Year 6 - 15	N/A	\$200 per year x 10 years, total = \$2,000	Richer accruals under Plan B
Year 16 – 20	\$100 per year x 5 years, total = \$500	N/A	Last accruals under Plan A
Year 20, no plan coordination	\$1,000	\$2,000	\$3,000 total
Year 20, w/ "make-whole"	\$0	\$2,000	\$2,000 total

17. In addition, it is interesting to note what would happen to the participant's benefit in this example if Plan A used a proration method of coordinating benefits. In this case, Plan A would pay \$1,000 per year ($\$2,000 \times 10 \text{ yrs} / 20 \text{ yrs}$), and Plan B would pay \$2,000 per year, for a total benefit of \$3,000 per year. In this case, the proration approach is clearly more generous than the make-whole approach.

18. Further, these examples only address normal (unreduced) retirement benefits payable at age 65. In practice, many employees retire early, and different plans have different reductions for early commencement. Employees covered by multiple plans cannot be required to commence payment at the same time from both plans. You could therefore have an example where one employee retires early from one plan and commences payment, while delaying retirement or commencement in another plan, resulting in a pension that is either more than or less than "make-whole". Thus there is nothing inherently superior in Mr. Terry's preferred Section 10.46 benefit when considering the real life complications of plans such as the Dow and DDE plans.

1 19. Likewise, Mr. Terry's "windfall proration" title is not supported by all
2 potential scenarios. When benefits were transferred from Dow to DDE effective July 1, 1996,
3 the value of the transfer was determined at a discount rate of 8.5%,¹⁵ and the ongoing DDE
4 accruals were defined as the greater of the DDE-plan formula accrual or the accrued benefit
5 equivalent of the transfer value increased with 8% interest.¹⁶ As I indicated in my Expert
6 Report, there is evidence from Dow that there were years when the transfer value increased with
7 interest was the greater benefit, meaning a participant's accrued benefit was based on the
8 transferred Dow accrual, even though they worked a full year, or several years, for DDE. That
9 is, because the benefit under the DDE plan accrued at a lower rate, a participant could accrue no
10 additional benefit despite working one or even several years for DDE. This type of situation is
11 commonly referred to as a "wearaway".

12 20. Consider a hypothetical example where an employee worked 5 years for
13 Dow and then had assets and liabilities transferred to DDE. Further, consider that the accrual
14 rate (growth of the accrued benefit) was \$200 per year under the Dow Plan, and \$100 per year
15 under the DDE Plan. This employee would have the value of his accrued benefit of \$1,000 per
16 year (5 years x \$200 per year) transferred from Dow to DDE. This transferred benefit would be
17 much greater than the accrued benefit under the DDE plan, which would otherwise start at \$500
18 per year (5 years x \$100 per year), and would only grow by \$100 per year.

19 21. In this example, the DDE accrual of \$100 per year wears away at the
20 original Dow plan accrual. It will take 5 years of service with DDE before the accrued benefit

¹⁵ Mr. Terry argues that the discount rate used was one of two alternatives – the 8.5% stated above, or a rate based on immunized bonds. This argument directly contradicts the words of the Plan's actuary Wyatt in a letter to Dow (Dow 01100). It is possible that both rates were considered but 8.5% was selected; Terry admits making no effort to determine which rate was actually used.

¹⁶ See Dow 01100.

catches up to the transferred benefit. During those 5 years, the Dow accrual would be worn away, essentially rendered valueless. This is an important point, because when the employee returned to Dow, it would not be “double-counting” to include pre-transfer service in the numerator of the Section 9.6 formula; in fact not counting the pre-Dow service in the numerator of the Dow proration formula would result in the original 5 years of that service effectively not being counted at all. Thus Dow would have been well justified to include the pre-transfer service in the numerator of the proration formula under Section 9.6, as there is no value of benefit received for the first 5 years of service, exempting that service from the Duplication of Benefits restrictions under Section 4.10.

22. Figure 2 below illustrates my counter-example to Mr. Terry’s “windfall” analysis.

Figure 2

Terry Methodology and Wear Away of Early Dow Benefits

Time	Benefit under Dow	Benefit Under DDE	Comments
Year 1 – 5	\$200 per year x 5 years, total = \$1,000	N/A	First accruals are earned under Dow
End Year 5	N/A	\$100 per year x 5 years, total = \$500; Transfer = \$1,000/yr.	Transfer benefit is much greater than DDE benefit
Year 6 – 10	N/A	\$100 per year x 10 yrs., total = \$1,000 Catch up to transfer = \$1,000	First 5 years of accrual under Dow Plan lost under the DDE wearaway

23. This hypothetical example is not at all farfetched when compared to actual plan experience. In Exhibit 1 of Terry’s report, the benefit for Robert Johnston is displayed, payable at his termination date of September 30, 2011 (age nearest 53). Mr.

1 Johnston's Dow grandfathered benefit is greater than his current formula benefit, and pays
2 \$3,654 per month before DDE offset. Since the grandfathered benefit was frozen as of
3 December 31, 2005, the service period reflected was from hire (1/7/80) to freeze (12/31/05). In
4 comparison, his DDE benefit payable, reflecting the transferred Dow benefit, was only \$1,497
5 per month. This covers the period of service from hire until he left DDE (from 1/7/80 to
6 6/30/05). So, the Dow benefit based on 26 full years, compared to the DDE benefit based on
7 practically the same period of 25.5 years, is nearly 2-1/2 times greater. This means that the
8 benefit offered under the Dow formula was more generous than the benefit offered under the
9 DDE formula. In such a situation, there would be a significant wearaway period associated with
10 the transfer, because it takes longer for the less generous formula in the DDE Plan to overtake
11 the transferred accrued benefit. Counting all Dow service (including pre-DDE transfer service)
12 in the proration calculation under Section 9.6 therefore does not reflect significant double
13 counting in this actual example, and cannot be reasonably deemed to produce "a windfall".

14 24. As an additional point, even if the interaction between the Dow and DDE
15 formulas created significant double counting of service, it does not mean that in this specific
16 situation Dow might not have chosen to take a generous approach. The circumstances under
17 which class members were transferred from Dow to DDE, and then brought back a decade later,
18 could have been considered unique by Dow and deserving of special treatment. Special
19 grandfathering provisions benefiting specific categories of employees are very common in
20 pension plans, being used to promote benefit and policy goals and strategies by plan sponsors.

21 22 **Recalculation of Damages**

23 25. As stated in the beginning of this Rebuttal Report, Mr. Terry contradicted
24 Defendants' counsel and claimed that I utilized incorrect compensation data in my initial
25 calculations of class member damages. To assess this situation, we compared the data reported

1 by counsel to Mr. Terry's data, and then looked at documentation of actual calculations
2 performed by the Plan.¹⁷ It appears that Mr. Terry may be correct; we have therefore
3 recomputed damages on this basis in Exhibit 1, including this and other minor changes
4 described below. This adjustment had a significant impact on calculated damages (they went
5 down), highlighting the importance of the disagreement between expert and counsel on the
6 correct application of the plan compensation definition.

7 26. As an additional change, Mr. Terry criticized my initial work for ignoring
8 the transitional accruals under the current plan formula, which he alleges caused a dramatic
9 distortion of results.¹⁸ While the transitional accrual was excluded from our calculation, it is not
10 because it was ignored; this accrual only affects calculations for current formula employees (not
11 those for whom the grandfathered formula produces the greater benefit), and only those current
12 formula employees who had not already accrued the maximum benefit of 425% under that
13 formula. In total, the transition accrual only affects 12 of the 56 participants in the class, and
14 for limited or minor amounts. Nonetheless, we have incorporated the transitional accrual
15 benefit into our revised calculations.

16 27. Beyond this, Mr. Terry noted what he contends may have been data
17 errors in my earlier calculations.¹⁹ One of the cited errors had already been identified and
18 corrected before Mr. Terry's Report was filed. Of the others, we researched their records and
19 found contradictory information amongst that provided by Defendants' counsel. We have been
20 through the data and adjusted to what we believe to be the correct information, which reflects

¹⁷ Documentation of Plan calculations were produced as part of an unidentified compilation of thousands of pages of work papers that included incorrect or unfinished draft calculations as well as final calculations. Only after the deposition of the 30(b)(6) witness for Defendants' actuarial service provider, which occurred after my initial report was issued, did we have clarity of what calculations could be deemed final for purposed of comparison.

¹⁸ Terry Report, 6/29/15 paragraph 140.

¹⁹ Terry Report, 6/29/15 paragraph 143.

1 several of the points Mr. Terry raised. Also, Terry noted a problem with my calculation of the
2 DDE offset for the 8 class members that were not part of the 1997 414(l) transfer; I have
3 adjusted our calculation of their DDE offset amounts for these members.

4 28. Finally, Mr. Terry asserts the requirement to apply a factor of .925 when
5 calculating benefits under Section 10.46 where there was fewer than 3 years of service between
6 transfer and termination. Since Mr. Terry chooses not to reflect Section 9.6 benefits in his
7 calculations, he does not address whether Section 9.6 requires use of the .925 factor. In
8 reviewing Section 10.46, I concur that the .925 factor should be used for the Section 10.46
9 calculation for employees with fewer than 3 years between transfer and termination,²⁰ but not
10 for Section 9.6 which does not contain the same language. I have adjusted my calculations
11 accordingly. For Section 9.6 benefits, I have reflected the final year's pay while at DDE into
12 my calculations (DDE has yet to provide requested historical pay).

13 29. As an additional point, Mr. Terry criticized my work because we did not
14 compare the results of our calculations to the actual calculations made by Dow under Section
15 10.46. As previously explained, we did not have access to clearly identified Dow calculations
16 to verify when my original report was issued. With further information provided through
17 deposition testimony, we can now identify final calculations, and have verified that our results
18 are relatively close to the Dow calculations in a number of calculations we analyzed. It should
19 be noted that there are still minor differences between the actual Dow calculations versus our
20 Section 10.46 calculations; Dow utilized pay data that does not exactly match the data provided
21 to us by Defendants' counsel (even including bonuses). Nonetheless, the calculations are close
22 enough at this point for us to be comfortable with their relative accuracy.

²⁰ I do not retract the position from my initial Report that applying the .925 factor, which scales back benefit by implying a 7.5% rate of annual pay increase, is likely detrimental to most class members to whom it is applied.

30. Lastly, Mr. Terry complains in his report that my work does not provide enough data so that he could check all of my calculations. He acknowledges that I provided two detailed calculations to demonstrate our methodology; he confirmed these calculations but requested additional detail on other participants. Whether or not he is entitled to these additional details, I have provided additional compensation information on my revised Exhibit 1 to facilitate the checking Mr. Terry indicates he would like to perform.

31. Reflecting all of these changes, I have determined that damages suffered by class members total \$5.4 million. This amount reflects the value of underpayments that would have been received as of June 30, 2015, as well as the present value of future payments. A listing of individual damages is included in Exhibit 1 to this Rebuttal Report.

32. Exhibit 1 demonstrates that different class members suffered differing amounts of damages under my stated methodology. Mr. Terry concurs with this conclusion (utilizing my methodology) in Exhibit 7 of his report. He identifies certain factors including employment history, compensation history and eligible pension formulas that account for this variation. To this list, I would add elected date of benefit commencement which plays an important role – several class members who suffered no damages based on their elected benefit commencement date would have suffered damages had they elected different commencement date. This type of variation in damages, related to both differing demographic histories and different plan elections, are in my opinion very common in this type of litigation.

Conclusion

33. The opinions that I expressed in my Expert Report of May 27, 2015 have not been altered in this current report.²¹ I have modified our damages calculations, primarily in response to uncertainty about the correct compensation to be included in the calculations, but

²¹ See clarification of my initial Opinion Three in paragraph 28.

1 also due to other factors described in this Rebuttal. These damages, at \$5.4 million, remain
2 substantial for the plaintiff class.

3 34. I reserve the right to amend or issue additional opinions if requested or
4 required in this matter.

5
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7 Executed on the 29th of July, 2015.

A handwritten signature in cursive script, reading "Ian H. Altman".

Ian H. Altman, FSA

Exhibit One

SSN	SSN	Name	Term	BCD Age	Current Age	Sex	DDF Service	Total Service	Pay Under 9.6	Blt Under 9.6	Blt Under 9.6 by Under 10.46	Blt Under 10.46	Difference	Lump Sum Factor	Damages
		Participant 55	52.60	52.60	56.25	1.00	9.26	31.80	122,695.40	2,684.59	118,594.00	2,153.25	531.33	16,916,769	131,693.84
		Participant 51	50.70	65.00	57.08	1.00	9.26	27.60	149,103.00	7,144.14	149,103.00	5,575.29	1,568.85	10,321,854	194,321.81
		Participant 41	53.00	53.00	61.75	1.00	9.18	31.60	210,000.00	5,725.32	210,000.00	5,263.50	1,568.85	15,360,767	139,959.31
		Participant 17	54.20	54.20	62.58	1.00	9.26	29.40	128,413.20	2,669.37	128,413.20	1,473.66	1,195.71	15,101,128	351,549.98
		Participant 34	46.40	65.00	53.83	1.00	9.26	21.20	170,006.00	6,056.13	170,006.00	7,356.08	(1,299.95)	0	0
		Participant 6	50.20	50.20	57.00	1.00	9.26	28.00	213,255.00	2,916.93	213,255.00	2,908.48	8.45	16,720,482	2,441.92
		Participant 18	55.20	55.20	61.58	1.00	9.26	33.20	118,281.60	2,905.23	120,532.00	1,727.48	1,177.75	15,411,619	314,388.81
		Participant 31	51.90	52.80	58.17	1.00	9.26	28.00	105,460.00	1,501.71	105,460.00	1,244.23	257.48	16,404,427	68,001.74
		Participant 13	54.00	65.00	60.25	2.00	8.67	29.60	68,796.00	3,183.28	68,796.00	2,890.74	292.55	12,463,271	43,753.09
		Participant 20	59.80	59.80	65.92	2.00	9.26	18.20	48,679.00	523.02	48,679.00	591.28	(68.26)	0	0
		Participant 35	50.20	50.20	56.33	2.00	9.26	19.20	73,205.00	476.52	73,205.00	658.42	(181.90)	0	0
		Participant 37	41.60	65.00	47.75	2.00	9.26	18.40	60,046.00	1,678.04	60,046.00	2,694.48	(1,016.44)	0	0
		Participant 44	59.60	59.60	65.50	1.00	9.26	34.90	76,439.00	1,971.52	76,439.00	1,150.59	820.94	14,142,764	200,833.60
		Participant 48	53.20	53.20	59.08	2.00	9.26	34.50	71,268.76	1,774.38	65,923.60	1,322.06	482.32	16,993,758	125,998.33
		Participant 2	54.60	55.60	60.50	1.00	9.26	34.90	96,050.00	2,306.18	96,050.00	1,705.58	600.61	15,737,635	149,882.09
		Participant 50	53.80	65.00	59.67	2.00	9.26	20.40	112,039.00	2,939.95	112,039.00	3,546.76	(606.81)	0	0
		Participant 47	57.00	59.60	61.67	1.00	8.92	25.20	87,451.00	1,600.89	87,451.00	1,379.30	221.59	15,388,19	46,493.97
		Participant 27	60.00	60.00	64.00	1.00	9.09	37.40	98,958.00	2,624.81	98,958.00	1,110.44	1,514.37	14,646,642	340,771.92
		Participant 14	57.00	65.00	63.25	1.00	9.09	34.10	143,896.00	8,029.91	143,896.00	5,638.41	2,391.50	13,400,471	384,566.56
		Participant 3	52.60	52.60	56.25	1.00	9.26	20.70	117,071.00	3,379.46	117,071.00	4,429.79	(1,050.33)	0	0
		Johnston, Robert													
		Participant 10	57.40	57.40	60.33	1.00	9.01	31.80	122,695.40	2,684.59	118,594.00	2,153.25	531.33	16,916,769	131,693.84
		Participant 39	60.10	65.00	62.50	1.00	9.26	23.80	141,556.00	4,461.32	166,682.00	2,637.80	1,823.52	15,786,973	410,810.04
		Participant 45	45.90	65.00	47.92	2.00	8.50	21.90	73,846.00	2,597.28	73,846.00	3,472.65	(112.46)	0	0
		Participant 40	58.40	58.40	60.33	2.00	9.09	32.20	87,404.00	1,842.93	87,404.00	3,215.22	(409.18)	0	0
		Participant 16	53.30	65.00	54.67	1.00	9.09	26.00	82,290.00	2,806.04	82,290.00	3,215.22	(409.18)	0	0
		Participant 32	65.10	65.00	55.08	2.00	9.26	42.90	268,115.00	9,001.06	268,115.00	7,875.46	1,125.60	10,009,959	135,206.93
		Participant 1	65.10	65.00	55.08	1.00	9.26	34.20	187,884.00	5,593.17	187,884.00	5,268.17	325.00	10,946,726	42,692.71
		Participant 4	65.10	65.00	46.33	1.00	9.26	39.50	259,043.00	8,453.57	259,043.00	7,817.33	636.25	9,474,615	72,338.12
		Participant 5	65.10	65.00	44.70	2.00	9.26	44.70	232,690.00	7,354.21	232,690.00	7,904.75	(550.55)	0	0
		Participant 8	65.10	65.00	59.17	2.00	9.26	40.60	91,620.00	2,703.45	91,620.00	1,978.43	725.02	11,905,663	103,581.95
		Participant 12	65.10	65.00	55.17	1.00	9.26	34.40	194,911.00	5,769.28	194,911.00	6,107.68	(338.40)	0	0
		Participant 15	65.10	65.00	48.58	2.00	9.26	43.40	274,517.00	9,011.60	274,517.00	9,325.74	(314.14)	0	0
		Participant 19	65.10	65.00	55.58	1.00	9.26	40.80	223,541.00	7,226.51	223,541.00	6,275.77	950.73	9,68357	110,477.72
		Participant 21	65.10	65.00	58.08	1.00	9.26	38.10	179,891.00	5,627.65	179,891.00	4,148.36	1,479.29	12,229,293	217,087.98
		Participant 22	65.10	65.00	53.42	1.00	9.26	41.90	184,028.00	5,860.77	184,028.00	3,904.38	2,056.39	10,760,247	265,527.40
		Participant 24	65.10	65.00	53.42	1.00	9.26	38.50	190,867.00	5,800.23	190,867.00	6,024.64	(224.41)	0	0
		Participant 25	65.10	65.00	57.00	1.00	9.26	42.00	187,795.00	5,964.88	187,795.00	4,663.59	1,301.29	10,285,391	160,611.57
		Participant 26	65.10	65.00	64.83	1.00	9.26	22.40	145,201.00	2,810.25	145,201.00	3,360.92	(550.68)	0	0
		Participant 28	65.10	65.00	57.42	1.00	9.26	33.60	168,701.00	4,872.02	168,701.00	4,580.56	291.45	10,467,707	36,610.27
		Participant 29	65.10	65.00	58.25	1.00	9.26	38.20	294,290.00	9,776.74	294,290.00	8,320.85	1,455.89	10,834,839	189,291.98
		Participant 30	65.10	65.00	63.17	1.00	9.26	37.10	153,276.00	4,650.12	153,276.00	2,643.29	2,006.83	13,356,472	321,650.51
		Participant 46	65.10	65.00	57.50	2.00	9.26	39.80	248,378.00	8,169.87	248,378.00	7,771.84	898.03	11,109,531	119,770.36
		Participant 49	65.10	65.00	53.33	2.00	9.26	41.70	233,641.00	7,559.13	233,641.00	7,093.25	465.88	9,255,941	51,745.51
		Participant 52	65.10	65.00	56.33	1.00	9.26	39.70	174,811.00	5,358.45	174,811.00	4,253.62	1,104.83	10,000,263	132,583.39
		Participant 7	65.10	65.00	60.83	1.00	9.09	42.20	101,296.00	3,035.19	101,296.00	1,510.05	1,525.13	12,091,121	221,286.82
		Participant 54	65.10	65.00	51.58	2.00	9.09	44.00	126,295.00	3,825.71	126,295.00	3,433.79	391.92	8,534,296	40,137.46
		Participant 42	65.10	65.00	52.00	2.00	8.50	38.90	191,207.00	5,914.74	191,207.00	6,143.09	(228.35)	0	0
		Participant 8	65.10	65.00	50.08	1.00	3.17	42.80	372,010.00	15,126.95	372,010.00	15,756.39	(629.45)	0	0
		Participant 11	55.20	55.20	61.33	1.00	7.63	30.40	85,275.00	1,669.25	85,275.00	1,774.41	(105.16)	0	0
		Participant 23	65.10	65.00	57.83	2.00	7.63	41.00	116,425.00	3,622.07	116,425.00	3,897.10	(275.03)	0	0
		Participant 33	62.00	65.00	64.92	1.00	2.38	23.70	126,764.00	4,508.02	126,764.00	4,725.51	(217.48)	0	0
		Participant 36	49.80	65.00	56.58	1.00	2.38	12.50	213,094.00	7,453.82	95,479.00	3,426.37	(472.56)	0	0
		Participant 38	65.10	65.00	48.25	2.00	4.75	41.20	213,094.00	7,451.67	213,094.00	7,911.76	(460.09)	0	0
		Participant 43	57.50	57.50	63.75	1.00	2.38	14.10	116,030.00	1,657.89	116,030.00	1,824.27	(166.38)	0	0
		Participant 53	51.50	65.00	57.67	1.00	7.71	28.50	126,877.00	6,602.02	126,877.00	7,948.29	(1,346.27)	0	0
										No Damages			23		
										Positive Damages			33		5,375,595.55

PROOF OF SERVICE

Johnston v. Dow Employees' Pension Plan, et al.

Case No. 1:14-cv-10427-TLL-CEB

I, Zachary McCoy, declare:

My business address is 476 9th Street, Oakland, CA 94607. I am over the age of eighteen years and not a party to the above-entitled action.

On July 29, 2015 I served the following documents:

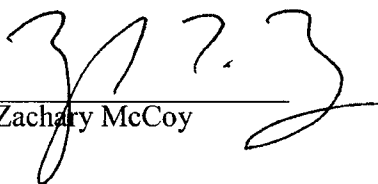
• **Expert Rebuttal Report of Ian H. Altman, FSA**

on the persons listed below by electronic mail and U.S mail addressed as follows:

Craig C. Martin
cmartin@jenner.com
Amanda S. Amert
aamert@jenner.com
Shannon M. Callahan
scallahan@jenner.com
Jenner & Block LLP
353 North Clark Street
Chicago, IL 60654-3456

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 29, 2015 at Oakland, California.


Zachary McCoy



» (415) 653-1733
» 235 Montgomery Street, Suite 944
San Francisco, CA 94104
» info@renakerhasselman.com

August 7, 2015

BY U.S. MAIL AND EMAIL: aamert@jenner.com

Amanda S. Amert
JENNER & BLOCK LLP
353 North Clark St.
Chicago, IL 60654-3456

**Re: *Johnston v. Dow Employees' Pension Plan, et al.*
No. 1:14-cv-10427-TLL-CEB (E.D. Mich.)**

Dear Amanda:

Pursuant to Fed. R. Civ. P. 26(a)(2)(E) and (e)(2), attached is Mr. Altman's supplemental disclosure.

Very truly yours,

RENAKER HASSELMAN LLP

By

Teresa S. Renaker

cc: co-counsel (by email)

100 Pine Street
Suite 1050
San Francisco, California 94111
415 395 9300 Tel
415 395 7499 Fax

ALTMAN & CRONIN
BENEFIT CONSULTANTS, LLC

August 5, 2015

Ms. Teresa Renaker, Esq.
Renaker Hasselman
235 Montgomery St, Suite 944
San Francisco, CA 94104

Johnston v. Dow Revised Damages Spreadsheet – Privileged Communication

Dear Teresa:

Per the discussions at the conclusion of my deposition yesterday, attached please find a revised spreadsheet of damages, which reflects minor changes from the spreadsheet included in my Expert Rebuttal Report of July 29, 2015.

The revised spreadsheet restores the first plaintiff Randy Stone to the calculations. Mr. Stone's results had been overwritten in error on the prior sheet. As Mr. Stone's damages are lower than the erroneous figures previously shown, total damages for the group drop from \$5.4 million to \$5.3 million.

In addition, we removed social security numbers for participants, and rounded ages to whole numbers.

Please let us know if you have further questions.

Sincerely,



Ian H. Altman, FSA

cc Jacob Richards

